

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED

OCT 28 2015

UNITED STATES OF AMERICA, §
§
Plaintiff, §
v. § Civil Action H-14-27
§
JOHN PARKS TROWBRIDGE, JR., *et al*, §
§
Defendants. §

David J. Bradley, Clerk of Court

MOTION TO VACATE THE COURT'S MAY 23, 2014, AMENDED FINAL JUDGMENT (Dkt. #53) AND ORDER OF SALE AND VACATURE (Dkt. #54) AS VOID FOR (A) LACK OF CONSTITUTIONAL AUTHORITY THAT GIVES THE COURT THE CAPACITY TO TAKE JURISDICTION AND ENTER JUDGMENTS, ORDERS, AND DECREES IN FAVOR OF THE UNITED STATES ARISING FROM A CIVIL OR CRIMINAL PROCEEDING REGARDING A DEBT, IN HARRIS COUNTY, TEXAS, AND (B) DENIAL OF DUE PROCESS OF LAW

John Parks Trowbridge, Jr. ("Trowbridge") hereby appears specially and respectfully moves the Court to vacate as void the Court's May 23, 2014, Amended Final Judgment (the "Judgment") and Order of Sale and Vacature (the "Order") (copy of each attached) in the above-captioned matter ("Civil Action H-14-27"), for (1) having been entered in a manner inconsistent with due process of law, as provided in Federal Rule of Civil Procedure 60(b)(4), and (2) lack of constitutional authority that gives this Court the capacity to take jurisdiction and enter judgments, orders, and decrees in favor of the United States arising from a civil or criminal proceeding regarding a debt, in Harris County, Texas, as provided in Federal Rule of Civil Procedure 60(b)(6).

That the Court is authorized by statute to enter judgments, orders, and decrees in favor of the United States arising from a civil or criminal proceeding regarding a debt is clear.

A lawsuit authorized by the statutes of Congress, however, is not in and of itself sufficient to vest jurisdiction in the Federal courts; to wit:

So, we conclude, as we did in the prior case, that, although these suits may sometimes so present questions arising under the Constitution or laws of the United States that the Federal courts will have jurisdiction, yet the mere fact that a suit is an adverse suit authorized by the statutes of Congress is not in and of itself sufficient to vest jurisdiction in the Federal courts. *Shoshone Mining Co. v. Rutter*, 177 U.S. 505, 513 (1900).

Statutory authority for a trial court of the United States, such as this Court, to enter judgments, orders, and decrees in favor of the United States and arising from a civil or criminal proceeding regarding a debt, is irrelevant if the capacity to take jurisdiction is not given by the Constitution; to wit:

It remains rudimentary law that "[a]s regards all courts of the United States inferior to this tribunal, two things are necessary to create jurisdiction, whether original or appellate. The Constitution must have given to the court the capacity to take it, and an act of Congress must have supplied it. . . . To the extent that such action is not taken, the power lies dormant." *The Mayor v. Cooper*, 6 Wall. 247, 252, 18 L.Ed. 851 (1868) (emphasis added); accord, *Christianson v. Colt Industries Operating Co.*, 486 U.S. 800, 818, 108 S.Ct. 2166, 2179, 100 L.Ed.2d 811 (1988); *Firestone Tire & Rubber Co. v. Risjord*, 449 U.S. 368, 379-380, 101 S.Ct. 669, 676-677, 66 L.Ed.2d 571 (1981); *Kline v. Burke Construction Co.*, 260 U.S. 226, 233-234, 43 S.Ct. 79, 82-83, 67 L.Ed. 226 (1922); *Case of the Sewing Machine Companies*, 18 Wall. 553, 577-578, 586-587, 21 L.Ed. 914 (1874); *Sheldon v. Sill*, 8 How. 441, 449, 12 L.Ed. 1147 (1850); *Cary v. Curtis*, 3 How. 236, 245, 11 L.Ed. 576 (1845); *McIntire v. Wood*, 7 Cranch 504, 506, 3 L.Ed. 420 (1813). [Underline emphasis added.] *Finley v. United States*, 490 U.S. 545 (1989).

Whereas, there is no constitutional authority that gives this Court the capacity to take jurisdiction and enter judgments, orders, and decrees in favor of the United States arising from a civil or criminal proceeding regarding a debt, 28 U.S.C. 3002(8), in Harris County, Texas—and neither the Court nor plaintiff United States can produce any such constitutional authority—the Court subjected Trowbridge to an unlawful proceeding, denied Trowbridge due process of law, and entered the Court's May 23, 2014, Judgment and Order without constitutional authority to do so.

Whereas, the Court lacked inherent power to enter the Judgment and Order and denied Trowbridge due process of law, the Court must vacate said Judgment and Order as nullities and void; to wit:

A void judgment which includes judgment entered by a court which . . . lacks inherent power to enter the particular judgment . . . can be attacked at any time, in any court, either directly or collaterally . . . *Long v. Shorebank Development Corp.*, 182 F.3d 548 (C.A. 7 Ill. 1999).

But if [a court] act without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void, and form no bar to a remedy sought in opposition to them, even prior to a reversal. They constitute no justification, and all persons concerned in executing such judgments or sentences are considered in law as trespassers.” *Elliott v. Peirsol*, 1 Pet. 328, 340, 26 U.S. 328, 340, 7 L. Ed. 164 (1828).

A judgment is void if the court that rendered it . . . acted in a manner inconsistent with due process. *Margoles v. Johns*, 660 F.2d 291 (7th Cir. 1981) *cert. denied*, 455 U.S. 909, 102 S.Ct. 1256, 71 L.Ed.2d 447 (1982); *In re Four Seasons Securities Laws Litigation*, 502 F.2d 834 (10th Cir.1974), *cert. denied*, 419 U.S. 1034, 95 S.Ct. 516, 42 L.Ed.2d 309 (1975). Mere error does not render the judgment void unless the error is of constitutional dimension. *Simer v. Rios*, 661 F.2d 655 (7th Cir.1981), *cert. denied, sub nom Simer v. United States*, 456 U.S. 917, 102 S.Ct. 1773, 72 L.Ed.2d 177 (1982). *Klugh v. United States*, 620 F.Supp. 892 (1985).

We believe that a judgment, whether in a civil or criminal case, reached without due process of law is without jurisdiction and void . . . because the United States is forbidden by the fundamental law to take either life, liberty or property without due process of law, and its courts are included in this prohibition. . . . *Bass v. Hoagland*, 172 F.2d 205 (5th Cir.), *cert. denied*, 338 U.S. 816, 70 S.Ct. 57, 94 L.Ed. 494 (1949).

[I]f a “judgment is void, it is a per se abuse of discretion for a district court to deny a movant’s motion to vacate the judgment.” *United States v. Indoor Cultivation Equip. from High Tech Indoor Garden Supply*, 55 F.3d 1311, 1317 (7th Cir.1995). A judgment is void and should be vacated pursuant to Rule 60(b)(4) if “the court that rendered the judgment acted in a manner inconsistent with due process of law.” *Id.* at 1316 (citations omitted) . . . *Price v. Wyeth Holdings Corp.*, 505 F.3d 624 (7th Cir., 2007).

“[D]enying a motion to vacate a void judgment is a per se abuse of discretion.” *Burrell v. Henderson, et al*, 434 F.3d, 826, 831 (6th Cir., 2006).

PRAYER FOR RELIEF

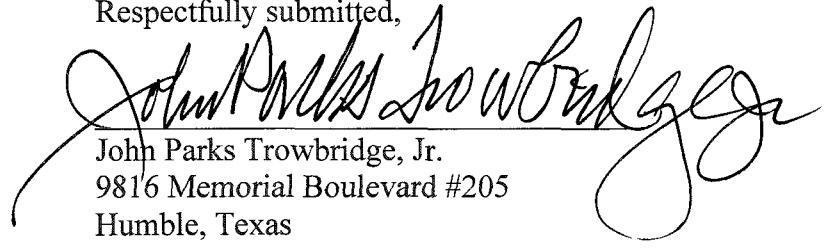
WHEREFORE, Trowbridge hereby moves the Court:

1. That the Court vacate the Court's May 23, 2014, Amended Final Judgment (Dkt. #53) and Order of Sale and Vacature (Dkt. #54) as void for (a) lack of constitutional authority that gives the Court the capacity to take jurisdiction and enter judgments, orders, and decrees in favor of the United States arising from a civil or criminal proceeding regarding a debt, in Harris County, Texas, and (b) denial of due process of law;
2. That the Court award Trowbridge reasonable costs of \$27,500 for defending Civil Action H-27-14;
3. That the Court award Trowbridge exemplary damages of \$773,100 for conducting and refusing to dismiss Civil Action H-27-14 despite ample reason to do so;
4. That the Court award Trowbridge restitution in the amount of \$620,600 (\$357,000 in real property, \$263,600 in personalty) for Trowbridge's loss of real property and irreplaceable personalty as a consequence of the aforesaid unconstitutional May 23, 2014, Amended Final Judgment and Order of Sale and Vacature;
5. That the Court award Trowbridge special damages of \$11,251.45 (receipts attached);
6. That the Court award Trowbridge general damages of \$250,000;
7. That the Court award Trowbridge reasonable costs of (a) \$42,500 in United States Court of Appeals for the Fifth Circuit No. 14-20333, and (b) \$72,500 (\$35,000 for Petition for Writ of Certiorari and \$37,500 for Petition for Rehearing) in Supreme Court of the United States No. 14-1305; and

8. For such other and further relief the Court may deem just and fair.

DATE: October 28, 2015

Respectfully submitted,



John Parks Trowbridge, Jr.
9816 Memorial Boulevard #205
Humble, Texas
(281) 540-2329

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

United States of America,

Plaintiff,

versus

John P. Trowbridge, Jr., et al.,

Defendants.

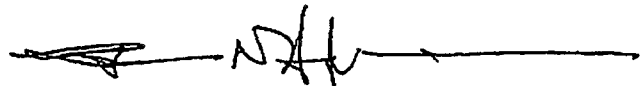
§
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Civil Action H-14-27

Amended Final Judgment

1. The United States of America:
 - A. Takes \$3,326,015.01, plus statutory additions accruing after April 7, 2014, from John P. Trowbridge including his assumed name Freedom Ventures, UBO.
 - B. Has tax liens on Trowbridge's property, including 25117 Ramrock Drive, Porter, Texas 77365.
 - C. May foreclose its liens against 25117 Ramrock Drive.
 - D. Has all right, title, and interest in the property including the right to possession.
2. The clerk will leave the case open for the court to supervise Trowbridge's eviction.

Signed on May 23, 2014, at Houston, Texas.



Lynn N. Hughes
United States District Judge

TRUE COPY I CERTIFY
TEST:

DAVID J. BRADLEY, Clerk of Court
By Carol A. S. 5-27-14
Deputy Clerk

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

United States of America,

Plaintiff,

versus

John P. Trowbridge, Jr., et al.,

Defendants.

§
§
§
§
§
§
§
§
§
§

Civil Action H-14-27

Order of Sale and Vacature

1. The United States of America, having attached its liens, may foreclose 25117 Ramrock Drive, Porter, Texas 77365, also known as:

Lot 16, block 1, of Bentwood, section 1, a subdivision of 156.8 acres, out of the William Massey Survey, A-391, and the Mary Owens survey, A-405, in Montgomery County, Texas, as imposed by the map and dedication records in cabinet G, sheets 138A - 141A.

2. The Internal Revenue Service is directed under 28 U.S.C. §§ 2001, 2002, and 2004, to offer the property at a commercially reasonable and public sale.
3. The Service may access the property to preserve it, including retaining someone to change or install locks or other security on the property until the deed is delivered to a buyer.
4. The terms and conditions of the sale are:
 - A. The sale will be free and clear of all liens or other claims inferior to the Service's lien.

TRUE COPY I CERTIFY
TEST:

AND J. BRADLEY, Clerk of Court
CJA 5-27-14
Deputy Clerk

- B. The sale is subject to building lines, laws, ordinances, and governmental regulations affecting the property and easements and restrictions of record.
- C. The sale of the property by public auction must be held on the front steps of the Montgomery County Courthouse.
- D. The date and time for the sale is to be announced by the Service.
- E. After the Service has determined the date and time for the sale, it must include it in the notice of sale and mail the notice, by regular and certified mail, return receipt requested, to:

Joshua D. Smeltzer
Trial Attorney, Tax Division
United States Department of Justice
717 North Harwood, Suite 400
Dallas, Texas 75201

John P. Trowbridge, Jr.
9816 Memorial Boulevard, Suite 205
Humble, Texas 77338

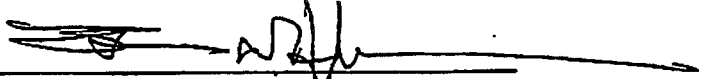
- F. The date and time of the auction must be announced by the Service by advertising the sale once each week for four consecutive weeks in at least one generally circulated newspaper in Montgomery County, Texas, through the Houston Association of Realtors, and otherwise at the discretion of the Service. The notice of sale will describe the property and the terms of the sale in this order in brief, direct, and plain English.
 - G. The minimum bid will be determined by the Service and must be in the notice of sale. If the minimum bid is not met, the Service may hold a new sale with a reduced minimum bid.
 - H. Each successful bidder must deposit at the time of the sale at least 10% of the bid by a certified or cashier's check payable to the United States District Court. Before being allowed to bid, bidders must have shown that they can comply.
 - I. The buyer must pay the Service within 28 days after his bid is accepted by certified or cashier's check payable to the United States District Court. If the buyer does not comply, his deposit is forfeited and will be used to cover the expenses of the sale, with residue applied to Trowbridge's tax liabilities. The
-

clerk will distribute the deposit, by a check to the United States Treasury. The property will again be offered for sale under the terms of this order or sold to the next highest bidder. The United States may bid as a credit against its judgment without tender of cash.

- J. The sale is confirmed unless someone objects within 35 days. After confirmation, the Service will execute and deliver a deed conveying the property to the buyer.
 - K. The sale is without right of redemption.
 - 5. Until Trowbridge vacates the property, he must preserve it in its current condition and insure it against fires and casualties. He must do nothing that reduces the value of the property like vandalism or recording liens.
 - 6. If Trowbridge interferes with the sale, vandalizes the property, or attempts to re-enter it, he may be punished with fines, incarceration, or both.
 - 7. By noon on June 6, 2014, Trowbridge must vacate the property. If he does not leave, the United States Marshal will evict him. The marshal may use reasonable force to enter the property and arrest people who interfere. Unremoved personal property is forfeited, and the Service must dispose of it in a commercially reasonable manner. Proceeds from the sale of his personal property must be applied to his tax liabilities.
 - 8. By June 9, 2014, Trowbridge must give Smeltzer his new address.
 - 9. After the sale is confirmed, the clerk will distribute the proceeds in this order:
 - A. First, to the costs or fees of the clerk and marshal.
 - B. Second, to the Service for the reasonable costs of the sale, which will be examined by the court at confirmation.
 - C. Third, to *ad valorem* taxes due to Montgomery County.
 - D. Fourth, to the United States of America for unpaid tax debts.
 - 10. All remaining proceeds are to be held by the clerk until this court orders otherwise.
-

ii. The United States Marshal will serve Trowbridge with this order.

Signed on May 23, 2014, at Houston, Texas.



Lynn N. Hughes
United States District Judge

ELECTRONIC DATA CARRIERS OF TEXAS

2228 WIRTCREST LANE, SUITE G

HOUSTON, TX 77055

(713) 680-9600

TXDMV 005344018C USDOT 1811946

TEXAS MAX-3B

EFF 5/01/13

UPDATED 10/22/13

PRINT DATE

06/09/14

Form 160 (INS)

BOL NUMBER

Form 162 (VAL)

P O NUMBER

ORIGIN Customer data flows from the Cube Sheet. You may overwriteCustomer **JOHN TROWBRIDGE**

Address

City **PORTER** TX Zip **77365**County **MONTGOMERY** Phone

XTRA STOP 1 ZIP XTRA STOP 2 ZIP

DESTINATIONConsignee **JOHN TROWBRIDGE**

Address

City **HOUSTON** TX Zip **77055**County **HARRIS** Cell

XTRA STOP 3 ZIP

DATES

PickUp

Delivery

Invoice To: Attn:

Address

City State Zip

Earliest

Latest

Preferred

06/06/14

☐ Expedited @ 5000 Lbs☐ Selected Del @ Lbs☐ Complete Occupancy

Vehicle Cu Ft

☐ Exclusive Use

No Cu Ft Ordered

☐ Space Reservation

No Cu Ft

WEIGHT ADDITIVES

LIN FT WT ADD TRK

WEIGHT

G-MILES © EaseMaker

Airplane, Glider
 Camper, Camper Shell, unmounted
 Boat, Sailboat <14 Ft
 Boat, Sailboat 14 Ft+
 Boat Trailer, any length
 Canoe, Skiff, Dinghie, Kayak 14 Ft+
 Travel Camper, Horse Trailer
 Mini-Mobile Home

Gross Weight

Tare Weight

NET Weight

AUTO Weight

WT Additives

Total Weight

COMBINED WEIGHT

Truck 1

Truck 2

MILES

30

DISCOUNTS☒ BOTTOMLINE

DISC

SIT DISC

TRANSPORTATION COSTS

BASED ON HOURLY RATES

LOCAL SERVICES: 5 Trucks 5 Men 100.00 /HR 23.8 Hours

TRAVEL TIME CHARGES:

TRANSPORTATION WEIGHT Lbs BILLED WEIGHT Lbs

FUEL SURCHARGE Make sure your FUEL TABLE is up to date!

14.00%

☒ ATC (Additional Transportation Cost) ORIGIN OPTIONAL

3.45 Cwt

☒ ATC (Additional Transportation Cost) DEST OPTIONAL

3.45 Cwt

NO

GROSS

DISCOUNT

NET CHG

☐

2375.00

☐☐☐☐☐**VALUATION**

RVP @ /LB

DVP @ /LB

0.60/Lb

COVERAGE

COVERAGE

☐ No Ded @ /\$100☐ No Ded @ /\$100☐ \$250 Ded @ /\$100☐ \$250 Ded @ /\$100☐ \$500 Ded @ /\$100☐ \$500 Ded @ /\$100**PACKING SERVICES**☐ FULL SERVICE PACK☐ OT

66.45 Cwt Lbs

☐ FULL SERVICE UNPACK☐ OT

15.20 Cwt Lbs

CUSTOM PACKING / UNPACKING☐ EST

MATERIALS

☐ COPY☐ OT☐ COPY☐ OT

DESCRIP

QTY

RATE

AMOUNT

QTY

RATE

AMOUNT

QTY

RATE

AMOUNT

Dishpack

34

44.95

1528.30

61.60

26.20

1.5 Ctn

16

8.95

143.20

16.50

7.35

3.0 Ctn

1

13.15

13.15

25.45

11.85

4.5 Ctn

4

15.55

62.20

31.40

11.85

6.0 Ctn

18.50

35.60

13.35

6.5 Ctn

19.20

41.40

15.75

Wardrobe

33.10

19.95

12.70

Crib Matt

12.20

15.00

3.70

Sgl Matt

21.95

17.75

10.70

Dbl Matt

27.80

17.75

10.70

K/Q Matt

51.25

26.85

17.45

Long Sgl

30.40

18.40

10.70

Mirror Ctn

36

34.40

1238.40

54.30

22.65

TOTALS

91

2985.25

NET CHARGE

2985.25

CUSTOM PACKING

2985.25

2985.25

NOTE: FOR LCD TV BOX, SEE "OTHER"

CUSTOM UNPACKING

Customer JOHN TROWBRIDGE

EXTRA STOPS

2

BULKIES

NO DESCRIPTION	NO DESCRIPTION	NO DESCRIPTION	NO DESCRIPTION
1 All Terrain Vehicle	13 Gun Safe/Cabinet	25 Pool Table	37 Tractor <25hp
2 Animal Kennel	14 Gym System	26 Riding Mower<25	38 Tractor 25hp+
3 Automobile	15 Harpsichord	27 Rowboat <14 Ft	39 Trailer <14 Ft
4 Big Screen TV (40"+)	16 Hot Tub	28 Safe 500 lbs or less	40 Trailer >14 Ft
5 Canoe <14 Ft	17 Jacuzzi	29 Satellite Dish>30	41 Trampoline
6 Dinghie <14 Ft	18 Jet Ski	30 Skiff <14 Ft	42 Truck w Camper
7 Doll House	19 Kayak <14 Ft	31 Snow Mobile	43 Van (any size)
8 Dune Buggy	20 Motorcycle	32 Spa	44 Weight Lift Equip
9 Farm Equip >25hp	21 Organ	33 SUV	45 Weight Station
10 Go-Cart	22 Piano	34 SUV Truck	46 Whirlpool
11 Golf Cart	23 PickUp Truck	35 Stretch Limousine	47 Wind Surfer
12 Grand Clock	24 Playhouse	36 Tool Shed	48 Work Bench

SELECTION: NO QTY DESCRIPTION RATE

APPLIANCES

1ST 44.45 ADDTL 30.10 ORIGIN
 1ST 30.10 ADDTL 20.95 DESTINATION

ELEVATOR / STAIRS / LONG CARRIES

O / D NO FLTS

☐ ELEVATOR _____ Lbs _____ Cwt _____ ELEVATOR
☐ ELEVATOR _____ Lbs _____ Cwt _____ ELEVATOR
☐ STAIRS _____ Lbs _____ Cwt _____
☐ STAIRS _____ Lbs _____ Cwt _____

NO ITEMS NO FLTS

☐ PIANO/ORGAN IN 1ST 33.90 ADDTL 16.85
☐ PIANO/ORGAN OUT 1ST 33.90 ADDTL 19.00
 WEIGHT RATE O / D DISTANCE NO CARRIES
☐ LONG CARRY _____ Lbs _____ Cwt _____ Ft _____
☐ LONG CARRY _____ Lbs _____ Cwt _____ Ft _____

EXTRA LABOR

NO MEN NO HRS OT RATE/HR

WAITING TIME IF LESS THAN 200 MILES, 1 FREE HR; 200+ MILES = 2 FREE HRS

1ST DAY ORIG _____ TRUCK _____ MAN _____ HRS @ _____ /HR
 ADDTL DAYS _____ TRUCK _____ MAN _____ HRS @ _____ /HR
 1ST DAY DEST _____ TRUCK _____ MAN _____ HRS @ _____ /HR
 ADDTL DAYS _____ TRUCK _____ MAN _____ HRS @ _____ /HR

SHUTTLE

WEIGHT

MILES

☐ AT ORIGIN _____ LBS
☐ AT DESTINATION _____ LBS

SELF STORAGE PICKUP / DELIVERY

☐ AT ORIGIN _____ LBS
☐ AT DESTINATION _____ LBS

Customer JOHN TROWBRIDGE

3

OVERTIME LOAD / UNLOAD

☐ AT ORIGIN _____ LBS _____ CWT
☐ AT DESTINATION _____ LBS _____ CWT

ORIGIN STORAGE

☐ Whole Shipment Partial Weight _____ Lbs

LOCATION _____ DATE IN _____
 _____ DATE OUT _____

1st Day Stg _____ Lbs _____ Cwt

Whse Handling _____ Lbs _____ Cwt

Addtl Stg _____ Lbs _____ Cwt _____ /Day X _____

Valuation Type **RVP** 15% of _____ = _____ X _____ 15-Day Periods

Bulky Items Stored:

☒ SIT PICKUP _____ Lbs _____ Miles
 ATTEMPT P/U _____ Truck _____ Man _____ HRS ☐ OT _____
☒ SIT PICKUP BY CWT _____ Lbs _____ cwt

DESTINATION STORAGE

☐ Whole Shipment Partial Weight _____ Lbs

LOCATION _____ DATE IN _____
 Auth No _____ DATE OUT _____

1st Day Stg _____ Lbs _____ Cwt

Whse Handling _____ Lbs _____ Cwt

Addtl Stg _____ Lbs _____ Cwt _____ /Day X _____

Valuation Type **RVP** 15% of _____ = _____ 15-Day Periods

Bulky Items Stored:

☒ SIT DELIVERY _____ Lbs _____ Miles
☐ ATTEMPTED DEL _____ Lbs _____ Miles ROUNDTRIP
☐ 2nd Whse Handling _____ Lbs _____ Cwt *N/A if shipment stays on van*
☒ SIT DELIVERY BY CWT _____ Lbs _____ cwt

MAILING ADDRESS OF SHIPPER Street _____
 City _____ ST _____ Zip _____

PAPERING / PADDING

_____ CU FT _____ /CU FT

DIVERSION — MUST BE >30 MILES; IF <12,000 LBS, \$4.50CWT; IF 12,000 LBS+, \$37.45

_____ MILES DIVERTED _____ LBS

TRAVEL TIME - EXTRA DRIVER

_____ HRS OTR @ _____ /HR _____ RETURN MILES @ _____ MI

SUPERVISORY PERSONNEL

_____ MAN _____ HOURS ☐ OT _____ /HOUR

THIRD PARTY SERVICES

ORIGIN _____
 ORIGIN _____
 ORIGIN _____
 ORIGIN _____
 DEST **STORAGE HANDLING 4480# (in)** _____
 DEST **STORAGE 1ST MONTH** _____
 DEST **STORAGE HANDLING 4480# (OUT)** _____
 DEST _____

201.60	201.60	201.60
179.20	179.20	179.20
201.60	201.60	201.60

Customer JOHN TROWBRIDGE

4

OTHER SERVICES

ARMOR PACK LCD TV 30"- 59"

NO OF TVS _____

☐ OT

UNPACK LCD TV 30"- 59"

NO OF TVS _____

☐ OT

CRATING

CRATE

UNCRATING

CRATE

TOTAL CHARGES

5,942.65

5,942.65

COMMENTS

© 2012 EaseMaker SoftWare

Merchant ID: 720000308348

Term ID: 001

Sale - Approved

Date	06/09/14	Time	08:13:27
Method of Payment	MasterCard		
Entry Method	Manual		
Account #	XXXXXXXXXXXX1782		
Order ID	101697		
Approval Code	00979B		
Amount	5,942.65		

Customer Copy

PAGE: 1

EDC MOVING SYSTEMS

2228 WIRTCREST #G

HOUSTON

TX

*** HISTORY ***

/ / THRU ~/~/~/

9/29/15

TROWBRIDGE JOHN P

ACCOUNT #: 39396

SLSID: 100

X D	--DATE--	TICKET NO.	-----DESCRIPTION-----	DEBIT--	--CREDIT--	CON. TOT
N D	7/ 1/14	10169775	STG07/01/14-07/31/14	179.20		
N D	8/ 1/14	10169776	STG08/01/14-08/31/14	323.20		
N D	9/ 1/14	10169777	STG09/01/14-09/30/14	323.20		
N D	10/ 1/14	10169778	STG10/01/14-10/31/14	323.20		
N D	11/ 1/14	10169779	STG11/01/14-11/30/14	323.20		
N D	12/ 1/14	10169780	STG12/01/14-12/31/14	323.20		
N D	1/ 1/15	10169781	STG01/01/15-01/31/15	323.20		
N D	2/ 1/15	10169782	STG02/01/15-02/28/15	323.20		
N D	3/ 1/15	10169783	STG03/01/15-03/31/15	323.20		
N D	4/ 1/15	10169784	STG04/01/15-04/30/15	323.20		
N D	5/ 1/15	10169785	STG05/01/15-05/31/15	323.20		
N D	6/ 1/15	10169786	STG06/01/15-06/30/15	323.20		
N D	7/ 1/15	10169787	STG07/01/15-07/31/15	323.20		
N D	8/ 1/15	10169788	STG08/01/15-08/31/15	323.20		
		101697	CONTRACT TOTAL			4380.
N D	7/15/14	101697-02	TRANSIT INS 80,000	640.00		
		101697-	CONTRACT TOTAL			640.
N D	1/ 7/15	0107150000	CHECK ET0107C04		-323.20	
		01071500	CONTRACT TOTAL			-323.
N D	2/10/15	0210150000	CHECK ET0209C07		-323.20	
		02101500	CONTRACT TOTAL			-323.
N D	3/13/15	0313150000	CHECK ET0313C05		-323.20	
		03131500	CONTRACT TOTAL			-323.
N D	4/ 9/15	0409150000	CHECK ET0409C05		-323.20	
		04091500	CONTRACT TOTAL			-323.
N D	5/ 6/15	0506150000	CHECK ET0506C06		-323.20	
		05061500	CONTRACT TOTAL			-323.
N D	6/24/15	0624150000	CHECK ET0624C01		-323.20	
		06241500	CONTRACT TOTAL			-323.
N D	7/13/15	0713150000	CHECK ET0713C06		-323.20	
		07131500	CONTRACT TOTAL			-323.
N D	7/17/14	0717140000	CHECK ET0716C04		-1107.20	
		07171400	CONTRACT TOTAL			-1107.
N D	8/11/14	0811140000	CHECK ET0808C12		-323.20	
		08111400	CONTRACT TOTAL			-323.
N D	8/15/15	0815150000	CHECK ET0814C03		-323.20	
		08151500	CONTRACT TOTAL			-323.

PAGE: 2

EDC MOVING SYSTEMS
 2228 WIRTCREST #G
 HOUSTON TX

*** HISTORY ***
 9/29/15 TROWBRIDGE JOHN P / / THRU ~/~/~/ ACCOUNT #: 39396 SLSID: 100

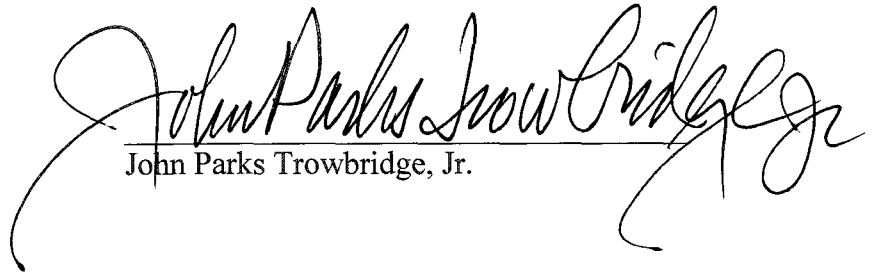
X D	--DATE--	TICKET NO.	-----DESCRIPTION-----	DEBIT--	--CREDIT--	CON. TOT
N D	9/ 4/14	0904140000	CHECK ET0903C03		-323.20	
		09041400	CONTRACT TOTAL			-323.
N D	7/15/14	101697-021	2 MTHS VAL JUN-JULY	288.00		
		101697-0	CONTRACT TOTAL			288.
N D	10/21/14	1021140000	CHECK ET1020C02		-323.20	
		10211400	CONTRACT TOTAL			-323.
N D	11/14/14	1114140000	CHECK ET1113C04		-323.20	
		11141400	CONTRACT TOTAL			-323.
N D	12/ 4/14	1204140000	CHECK ET1204C03		-323.20	
		12041400	CONTRACT TOTAL:			-323.

BALANCE = \$.

CERTIFICATE OF SERVICE

I certify that on October 28, 2015, the foregoing MOTION TO VACATE THE COURT'S MAY 23, 2014, AMENDED FINAL JUDGMENT (Dkt. #53) AND ORDER OF SALE AND VACATURE (Dkt. #54) AS VOID FOR (A) LACK OF CONSTITUTIONAL AUTHORITY THAT GIVES THE COURT THE CAPACITY TO TAKE JURISDICTION AND ENTER JUDGMENTS, ORDERS, AND DECREES IN FAVOR OF THE UNITED STATES ARISING FROM A CIVIL OR CRIMINAL PROCEEDING REGARDING A DEBT, IN HARRIS COUNTY, TEXAS, AND (B) DENIAL OF DUE PROCESS OF LAW was served via United States Mail, postage pre-paid, as follows:

Joshua Smeltzer
Department of Justice, Tax Division
717 N. Harwood, Suite 400
Dallas, Texas 75201


John Parks Trowbridge, Jr.